

AMENDMENT

The undersigned AGENCY and VENDOR (the PARTIES) agree that the following shall amend the CONTRACT referenced herein. All terms and conditions set forth in the original contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this AMENDMENT shall prevail.

1. CONTRACT DESCRIPTION (including Original Purchase Order or Contract Number):

Contract #7 with Sullivan Reporting Company, Inc. is for certified court reporting services for all of the Commission's open and closed meetings at both the Commission's Chicago and Springfield locations.

2. DESCRIPTION OF AMENDMENT (Check all that apply, complete blanks and explain as necessary):

- ☒ a. the completion date will be ☐ extended, ☐ shortened or ☒ remain the same.

Original completion date: 6/30/2010 Revised completion date: N/A

- ☒ b. the method of determining compensation (e.g., hourly rate, fixed fee, etc.) will
☒ stay the same or ☐ change as follows:

- ☒ c. the cost will be ☒ increased, ☐ decreased or ☐ remain the same.

FY2010 Original cost: \$181,538.15
FY2010 Amount of change: \$ 15,000.00
FY2010 Revised cost: \$196,538.15

- ☒ d. the supplies or services to be provided will ☐ stay the same or ☒ be changed as follows:

The frequency of service will be increased to satisfy the requirements of P.A. 96-0033, see detailed description in section 5 below.

3. EFFECTIVE DATE OF AMENDMENT:

This amendment shall be effective upon the date of final execution by Commission representatives.

4. ATTACHMENTS AND INCORPORATIONS:

Certifications
Taxpayer Identification Number

5. WHY IS CHANGE NEEDED? (Check all that apply and explain.)

- ☒ a. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed.
- ☒ b. The change is germane to the original contract as signed.
- ☒ c. The change order is in the best interest of the State and authorized by law.

P.A. 96-0033 was signed into law with the following amendment to Section 10-102 of the Public Utilities Act affecting the Commission:

"All meetings of the Commission shall be conducted pursuant to the provisions of the Open Meetings Act. Whenever the Commission holds an open meeting or, pursuant to such Act, closes any meeting, or portion of any meeting, it shall arrange for all discussions, deliberations and meetings to be transcribed verbatim by a certified court reporter."

In order for the Commission to comply with the requirements of amended Section 10-102 an amendment to contract #7 with Sullivan Reporting Company is required in order to have sufficient funding in place to ensure a certified court reported is available for the following Commission meetings: Pre-Bench, Bench, Regular

Open Meetings, Special Open Meetings, and Emergency Special Open Meetings.

6. WHAT PROVISION OF THE CONTRACT, PROCUREMENT CODE OR OTHER LAW AUTHORIZED THIS CHANGE?

Section 4, Item #28 of the original contract states:

"ENTIRE CONTRACT: This CONTRACT, with attachments, constitutes the entire agreement between the PARTIES concerning the subject matter of the CONTRACT. Modifications and waivers must be in writing and signed by authorized representatives of the PARTIES. Any provision of this CONTRACT officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of the CONTRACT shall be interpreted, as far as possible, to give effect to the PARTIES' intent. All provisions that by their nature would be expected to survive, shall survive termination of this CONTRACT, including without limitation provisions relating to confidentiality, warranty, ownership and liability."

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, the AGENCY and the VENDOR have caused this AMENDMENT to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Sullivan Reporting Company, Inc.

Signature Kathleen Monterastelli

Printed Name Kathleen Monterastelli

Title President Date 7/31/09

Address 2 North LaSalle St. Suite 1615

Chicago, IL 60602

Phone 312-782-4705 Fax 312-782-7471

E-mail kms@sullivanreportingco.com

STATE OF ILLINOIS

Illinois Commerce Commission

Signature Tim Anderson

Printed Name Tim Anderson

Title Executive Director Date 7/31/09

Signature Mary Stephenson

Printed Name Mary Stephenson

Title General Counsel Date 7/30/09

Signature Kenneth E. Hundrieser

Printed Name Kenneth Hundrieser

Title State Purchasing Officer Date 07/30/2009

STATE USE ONLY

PBC# 10-000000046011

Project Title ICC Contract Amendment - Sullivan Court Reporting

Procurement Method (IFB, RFP, Small, etc): N/A

IPB Publication Date: 7/23/09

Subcontractor Utilization? Yes ☐ No ☒ Subcontractor Disclosure? Yes ☐ No ☒

Funding Source 018-52440-1200 & 059-52430-1200

CMS Program Compliance _____

Fiscal Compliance _____

Legal Compliance _____

Executive Compliance _____

NOT PART OF CONTRACTUAL PROVISIONS

Contract # 7

Award Code: N/A

IPB Ref. # 22017664

Obligation # 7

CERTIFICATIONS

LEGAL ABILITY TO CONTRACT: Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

1. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
2. Vendor is not in default on an educational loan (5 ILCS 385/3).
3. Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
4. Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).
5. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
6. If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
7. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
8. Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
9. Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
10. Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
11. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
12. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
13. Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

14. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
15. Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).
16. Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
17. Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
18. Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
19. Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
20. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584).
22. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated."
23. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
24. In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa.
25. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
 - a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

- b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
 - c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.
26. Vendor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Vendor certifies, in accordance with Public Act 95-971, as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Vendor acknowledges that the State may declare this Contract void without any additional compensation due to the Vendor if this foregoing certification is false or if the Vendor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.